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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10

IN THE MATTER OF:

Standard Steel & Metals Salvage Yard,
Anchorage, Alaska

Chugach Electric Association, Inc.

RESPONDENT.

Proceeding Under Sections 104, 106
120(e)(6), 122(a), and 122(d)(3) of the
Comprehensive Environmental Response,
Compensation, and Liability Act, as
amended 42 U.S.C. §§ 9604, 9606,
9620(e)(6), 9622(a), and 9622(d)(3).

U.S. EPA Docket
Nos.
1091-07-02-107 and
1091-07-01-120.

ADMINISTRATIVE ORDER ON CONSENT
FOR REMEDIAL INVESTIGATION/FEASIBILITY STUDY

ADMINISTRATIVE ORDER ON CONSENT FOR

REMEDIAL INVESTIGATION/FEASIBILITY STUDY - 1 September 23, 1992 28499

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2 I. INTRODUCTION

3 1.1 This Administrative Order on Consent
4 ("Consent Order") is entered into voluntarily by the United
5 States Environmental Protection Agency ("U.S. EPA") and Chugach
6 Electric Association, Inc. ("Respondent"). This Consent Order
7 concerns the preparation and performance of a Remedial
8 Investigation and Feasibility Study ("RI/FS") and approved
9 Interim Remedial Actions or new Removal Responses for the
10 Standard Steel & Metals Salvage Yard Superfund Site (the "Site"
11 or the "Standard Steel Site") located at 2400 Railroad Avenue,
12 Anchorage, Alaska.

13 II. JURISDICTION

14 2.1 This Consent Order is issued under the
15 authority vested in the President of the United States by any or
16 all of the following: Sections 104, 106, 120(e)(6), 122(a), and
17 122(d)(3) of the Comprehensive Environmental Response,
18 Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604,
19 9606, 9260(e)(6), 9622(a), and 9622(d)(3) ("CERCLA"). This
20 authority was delegated to the Administrator of U.S. EPA on
21 January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2926
22 (1987) and was further delegated to Regional Administrators on
23 September 13, 1987, by U.S. EPA Delegation No. 14-14-C. The
24 authority was re-delegated to the Director of the U.S. EPA Region
25 10 Hazardous Waste Division, by a Regional Redelelegation Order
26 signed by the Regional Administrator on April 8, 1987.

2.2 The Respondent agrees to undertake all actions required by this Consent Order. In any action by U.S. EPA or the United States to enforce the terms of this Consent Order, Respondent consents to the authority and jurisdiction of U.S. EPA to issue or enforce this Consent Order. Respondent and U.S. EPA agree not to contest the validity or terms of this Consent Order, or the procedures underlying or relating to it, in any action brought by the United States to enforce its terms.

III. PARTIES BOUND

3.1 This Consent Order applies to and is binding upon U.S. EPA and upon the Respondent, its agents, successors, and assigns. Respondent is jointly and severally responsible for carrying out all actions required of them by this Consent Order. The signatories hereto certify that they are authorized to execute and legally bind the parties they represent to this Consent Order. No change in the ownership or corporate status of the signatories or of the Site shall alter their responsibilities under this Consent Order.

3.2 Respondent shall provide a copy of this Consent Order to any proposed owner or successor in interest before stock, assets or other indicia of ownership in the entity are transferred. Respondent shall also provide a copy of this Consent Order to each contractor hired to perform any work required under this Consent Order (the "Work"), and to each person representing it with respect to the Site or the Work. Respondent shall condition all contracts entered into for

1 performance of the Work in conformity with the terms of this
2 Consent Order. Respondent, or its contractors, shall provide
3 written notice of the Consent Order to all subcontractors hired
4 to perform any portion of the Work. Notwithstanding the terms of
5 any contract, Respondent shall be responsible for ensuring that
6 their subsidiaries, employees, contractors, subcontractors,
7 consultants and agents comply with this Consent Order.

8 IV. STATEMENT OF PURPOSE

9 4.1 In entering into this Consent Order, the
10 objectives of U.S. EPA and the Respondent is: (a) to determine
11 the nature and extent of contamination and any threat to the
12 public health, welfare, or the environment caused by the release
13 or threatened release of hazardous substances, pollutants, or
14 contaminants at or from the Site, by conducting a Remedial
15 Investigation; (b) to determine and evaluate alternatives for
16 remedial action, if any, to prevent, mitigate, or otherwise
17 respond to or remedy any release or threatened release of
18 hazardous substances, pollutants, or contaminants at or from the
19 Site, by conducting a Feasibility Study; (c) to conduct Interim
20 Remedial Actions or new Removal Responses if proposed by
21 Respondent and approved by U.S. EPA as a means to effectuate the
22 RI/FS; and (d) to recover response and oversight costs incurred
23 by U.S. EPA with respect to the RI/FS and this Consent Order.

24 4.2 The activities conducted by Respondent under
25 this Consent Order are subject to approval by U.S. EPA and shall
26 be conducted in accordance with the provisions of CERCLA, the
27

1 National Oil and Hazardous Substance Pollution Contingency Plan
2 (the "NCP"), 40 C.F.R. Part 300, and all applicable U.S. EPA
3 guidances, policies and procedures.

4 4.3 Respondent shall provide all information
5 necessary for the RI/FS. U.S. EPA shall be responsible for
6 performance of the Baseline Risk Assessment required for
7 completion of the RI/FS (see Section IX) and for preparation and
8 release of the Proposed Plan and the Record of Decision (the
9 "ROD") for the remedial action at the Site (see Section XII).

10 V. FINDINGS OF FACT

11 5.1 By signing and taking actions under this
12 Consent Order, Respondent does not necessarily agree with the
13 following findings of fact in this Section and conclusions of law
14 in Section VI below. Such findings and conclusions do not
15 constitute admissions of liability by Respondent, nor shall they
16 be admissible in evidence against the Respondent in any judicial
17 or administrative proceeding other than a proceeding by the
18 United States, including U.S. EPA, to enforce this Consent Order
19 or any judgment relating to it.

20 5.2 The Standard Steel Site is located on a six
21 and two-tenths (6.2) acre parcel of land at 2400 Railroad Avenue,
22 in an industrialized area just north of downtown Anchorage. Over
23 121,000 people obtain drinking water from wells within three
24 miles of the Site. The Site's northern border is adjacent to an
25 Alaska Railroad right-of-way. Ship Creek, which borders the Site
26 to the south, is a salmon migratory stream. An Alaska Department
27

1 of Fish and Game hatchery is located approximately 200 yards
2 upstream of the Site. Ship Creek is also used for recreational
3 fishing and provides fish for consumption by a transient
4 population located downstream from the Site.

5 5.3 The United States, through the Federal
6 Railroad Administration ("FRA"), an agency within the U.S.
7 Department of Transportation, or its predecessor agencies, owned
8 the Site for many years. Since at least the early 1960s, parcels
9 within the Site were leased, through a federal entity known as
10 the Alaska Railroad, to various metal salvage and recycling
11 businesses.

12 5.4 Pursuant to Section 604 of the Alaska
13 Railroad Transfer Act, 45 U.S.C. § 1203, in January 1985, the
14 Alaska Railroad Corporation, a State-owned corporation, received
15 an exclusive license to the Site and was authorized by statute to
16 "use, occupy and receive all benefits" of the property. Pursuant
17 to Section 604(d)(2)(A) of the statute, 45 U.S.C.
18 § 1203(d)(2)(A), the State assumed all lease obligations of the
19 Alaska Railroad.

20 5.5 The current lessee of the Site is Ben Lomond,
21 Inc., which entered into a 35-year lease agreement with the
22 Alaska Railroad in January 1983. At the same time, Ben Lomond,
23 Inc. subleased a large portion of the Site to Standard Steel &
24 Metals Company ("Standard Steel"), a sole proprietorship owned by
25 Gerald Poirier. In April 1986, U.S. EPA closed most of the Site
26 to public access, with the exception of a small portion which is

1 currently used and/or subleased by Ben Lomond, Inc. and another
2 small area which is used by Poirier for an office and scrap yard.

3 5.6 The Site has been used for salvaging and
4 recycling of ferrous and non-ferrous metals and lead-acid
5 batteries since at least 1967. Activity on the Site has
6 included, without limitation, reclamation of PCB-contaminated
7 electrical transformers, incineration of transformer oil and
8 copper cores, use of PCB oil in hydraulic equipment on-site,
9 processing of various types of surplus equipment and drums
10 which contained hazardous liquids, such as flammables,
11 corrosives, oxidizers and waste oils, and salvaging of various
12 types of batteries.

13 5.7 Studies and sampling activities conducted by
14 the Alaska Department of Environmental Conservation ("ADEC") from
15 approximately 1983 to 1985, and by U.S. EPA in 1985, indicated
16 the presence of PCBs in transformer fluids and in soils on and
17 off-site. PCB contamination as high as 165,000 parts per million
18 ("ppm") was found in soils on-site; soil samples for PCBs from
19 roads on and off-site ranged from traces to 220 ppm. Soil samples
20 on-site also indicated high levels of lead and significant levels
21 of cyanide and trichlorobenzene. Ash samples from the on-site
22 incinerator contained dioxin with Toxic Equivalent Factor ("TEF")
23 values as high as 5.71 parts per billion ("ppb"). Off-site
24 migration of PCBs was documented in stream sediment sampling
25 conducted along Ship Creek, which indicated 2.5 ppm PCBs
26 downstream of the Site. A groundwater monitoring study

1 demonstrated PCB contamination and organic solvent compounds in
2 the shallow water table aquifer beneath the Site. The presence of
3 thousands of lead-acid batteries on-site also suggested
4 widespread lead contamination at the Site.

5 5.8 In May 1986, U.S. EPA determined that an
6 imminent and substantial endangerment to the public health and
7 environment existed at the Site. U.S. EPA thereafter conducted a
8 three-phase removal action at the Site to remove the most
9 significant known contamination and sources of contamination and
10 to secure the Site for long-term cleanup. Removal activities
11 during the first phase, conducted during the summer of 1986,
12 included: staging of 185 transformers, removal of over 1000
13 gallons of PCB-contaminated oil and 82 55-gallon drums of RCRA
14 hazardous materials (including flammable liquids, corrosives and
15 oxidizers); installation of four groundwater monitoring wells;
16 isolation of dioxin and furan wastes; construction of an erosion
17 control wall along Ship Creek; and fencing of the Site to prevent
18 public access and exposure. Additionally, a study on resident
19 fish of Ship Creek and an initial PCB soil sampling program were
20 conducted to establish areas of higher risk within the Site
21 boundary.

22 5.9 The second phase of the removal action,
23 during the summer and fall of 1987, included removal and/or
24 recycling of approximately 700,000 pounds of batteries and 10,450
25 gallons of waste oil. Large portions of the Site were cleared of
26 scrap, which was repositioned on-site. An estimated 1600 cubic
27

1 yards of PCB-contaminated soil were stockpiled on-site and
2 protected with a concrete fiber cap.

3 5.10 The third and final phase of the removal
4 action, conducted in 1988, resulted in: sealing the stockpiled
5 soil and severely contaminated ground surfaces with shotcrete to
6 limit exposure risks; overpacking of drums, cans and other
7 containers of hazardous materials; and, reworking and
8 strengthening the security fence. The On-Scene Coordinator's
9 ("OSC") Final Report, received in December 1988, summarized the
10 status of the work completed and the soil and water data
11 collected during the removal action.

12 5.11 On July 14, 1989, U.S. EPA proposed the Site
13 for inclusion on the National Priority List ("NPL"). 54 Fed.
14 Reg. 29820 (July 14, 1989). The Site was listed on the NPL on
15 August 30, 1990. 55 Fed. Reg. 35502 (August 30, 1990).

16 5.12 Respondent Chugach Electric Association, Inc.
17 arranged for disposal to the Site of electrical transformers
18 containing PCB-contaminated oil. U.S. EPA has identified another
19 potentially responsible party not a party to this Consent Order
20 that arranged for disposal to the Site of electrical transformers
21 containing PCB-contaminated oil. U.S. EPA has identified other
22 potentially responsible parties not parties to this Consent Order
23 which arranged for disposal to the Site of lead-acid batteries.

24 5.13 Not all persons identified as potentially
25 responsible parties for the Site are Respondents in this Consent
26 Order. Certain federal agencies, including the U.S. Department
27

1 of Transportation, (including the Federal Railroad
2 Administration) and U.S. Department of Defense (including the
3 Defense Logistics Agency, and the Defense Reutilization and
4 Marketing Service), are paying a portion of the costs of the
5 RI/FS pursuant to a separate Funding Agreement with the
6 Respondent. Other potentially responsible parties identified for
7 the Site are not participating in this Order.

8 5.14 Hazardous substances at the site include lead
9 and other metals, PCBs, dioxins, trichlorobenzene and other
10 organic solvent compounds. Groundwater monitoring data indicate
11 contamination on- and off-Site.

12 5.15 Actual and/or potential contaminant release
13 and migration pathways include, but are not limited to, release
14 and transport of soil contaminants into the groundwater, surface
15 water, and air.

16 VI. CONCLUSIONS OF LAW

17 6.1 The Site is a "facility" as defined in
18 Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

19 6.2 Major contaminants identified at the Site
20 include lead, PCBs and dioxin, each of which is a "hazardous
21 substance" as defined in Section 101(14) of CERCLA, 42 U.S.C.
22 § 9601(14).

23 6.3 The presence of hazardous substances at the
24 Site, or the past, present, or potential migration of hazardous
25 substances currently located at or emanating from the Site,
26
27

1 constitute actual and/or threatened "releases" as defined in
2 Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

3 6.4 Respondent is a "person" as defined in
4 section 101(21) of CERCLA, 42 U.S.C. § 9601(21), and is
5 "potentially responsible parties" within the meaning of Sections
6 104, 106, 107, 120 and 122 of CERCLA, 42 U.S.C. §§ 9604, 9607,
7 9606, 9620, and 9622.

8 6.5 The actions required by this Consent Order
9 are: necessary to protect the public health or welfare or the
10 environment and in the public interest, 42 U.S.C. § 9622(a);
11 consistent with CERCLA and the NCP, 42 U.S.C. §§ 9604(a)(1) and
12 9622(a); and will expedite effective remedial action and minimize
13 litigation, 42 U.S.C. § 9622(a).

14 VII. NOTICE TO THE STATE

15 7.1 By providing it with a copy of this Consent
16 Order, U.S. EPA is notifying the State of Alaska that this
17 Consent Order is being issued and that U.S. EPA is the lead
18 agency for coordinating, overseeing, and enforcing the response
19 actions required by this Consent Order.

20 VIII. WORK TO BE PERFORMED

21 8.1 All Work shall be under the direction and
22 supervision of a qualified contractor with a minimum of five (5)
23 years of experience with CERCLA and RCRA investigations who is
24 familiar with applicable EPA guidances (see Paragraph 8.2 below)
25 and with environmental conditions and standards in Alaska.
26 Before the Work is begun, Respondent shall notify U.S. EPA in

1 writing of the identity and qualifications of the proposed
2 supervising contractor and the subcontractors and laboratories to
3 be used in carrying out the Work. The qualifications of such
4 personnel shall be subject to U.S. EPA review, for verification
5 and approval that they meet technical background and experience
6 requirements. However, the Respondent's initial supervising
7 contractor, Woodward-Clyde Consultants, is hereby approved.
8 During the course of the RI/FS, Respondent shall notify U.S. EPA,
9 in writing, of any changes or additions in the contractors used
10 to carry out the Work and shall provide their names, titles and
11 qualifications. U.S. EPA shall have the same right to approve
12 such changes and additions as it has with respect to the original
13 contractor proposed by Respondent.

14 8.2 Respondent shall conduct all activities for
15 development of the RI/FS, listed in and according to the schedule
16 set forth in the Statement of Work ("SOW"), which is attached
17 hereto as Appendix 1 to this Consent Order and incorporated by
18 reference herein. All such work shall be conducted in accordance
19 with CERCLA, the NCP, and U.S. EPA guidances, including, but not
20 limited to, the "Guidance for Conducting Remedial Investigations
21 and Feasibility Studies under CERCLA" (OSWER Directive
22 # 9355.3-01) and "Guidance for Data Useability in Risk
23 Assessment" (OSWER Directive #9285.7-05), as these guidances may
24 be amended or modified by U.S. EPA. The specific tasks,
25 schedules and list of deliverables that Respondent is to perform
26 and provide are described more fully in the attached SOW.

1 8.3 Unless otherwise specified, if U.S. EPA
2 disapproves of or requires revisions to any deliverable, in whole
3 or in part, Respondent shall amend and submit to U.S. EPA a
4 revised deliverable which is responsive to all U.S. EPA's
5 comments, within thirty (30) days of receiving U.S. EPA's
6 comments, unless the U.S. EPA Project Coordinator determines
7 additional testing or analysis is needed pursuant to Paragraph
8 10.1 herein, in which case Respondent shall amend and submit the
9 revised deliverable within the period agreed to by the Project
10 Coordinators. For purposes of this Consent Order, day means
11 calendar day unless otherwise noted.

12 8.4 U.S. EPA reserves the right to comment on,
13 modify, and/or direct changes to be made by Respondent in all
14 deliverables. At U.S. EPA's request, Respondent must fully
15 correct all deficiencies and/or respond to all U.S. EPA's
16 comments in subsequent or resubmitted deliverables.

17 8.5 In the event that Respondent amends or
18 revises a report, plan, or other submittal upon receipt of U.S.
19 EPA comments and U.S. EPA subsequently disapproves the revised
20 submittal, because the resubmitted item does not reflect U.S.
21 EPA's directions for changes, Respondent shall be deemed to be in
22 violation of this Consent Order and U.S. EPA may seek stipulated
23 or statutory penalties, and/or may seek any other appropriate
24 relief. It is agreed and understood that disapproval of any
25 submittal is subject to the dispute resolution procedures
26 contained in Section XVIII.

1 8.6 Neither failure of U.S. EPA to expressly
2 approve or disapprove Respondent's submissions within a specified
3 time period(s), nor the absence of comments, shall be construed
4 as approval of such submissions by U.S. EPA. U.S. EPA will
5 provide written notice to the Project Coordinator when a
6 deliverable is approved or disapproved. Specific tasks and
7 deliverables identified in the SOW require U.S. EPA approval
8 before further work may proceed. Other than the specifically
9 identified tasks and deliverables pending approval or
10 disapproval, Respondent shall proceed with all other tasks,
11 deliverables and activities in accordance with the schedules set
12 forth in the SOW or required by this Consent Order. U.S. EPA
13 reserves the right to stop Respondent from proceeding further,
14 either temporarily or permanently, on any task, activity, or
15 deliverable set forth in the SOW or required by this Consent
16 Order at any point during the RI/FS.

17 8.7 Any hazardous substance, pollutant or
18 contaminant transferred off-site as hazardous waste under this
19 Order must be taken to a facility acceptable under the Off-Site
20 Policy (OSWER Directive No. 9834.11, November 13, 1987) in
21 accordance with Section 121(d)(3) of CERCLA, 42 U.S.C.
22 § 9621(d)(3). Prior to any off-site shipment of hazardous waste
23 from the Site to an out-of-state hazardous waste management
24 facility, Respondent shall provide written notification of such
25 shipment to the appropriate state environmental official in the
26 receiving state and to U.S. EPA's Project Coordinator, provided,

1 however, that the notification requirement shall not apply when
2 the total volume of such off-site shipments will not exceed ten
3 (10) cubic yards.

4 (a) The off-site shipment notification shall be
5 in writing and shall include the following information: (1)
6 the name and location of the facility to which the hazardous
7 substances are to be shipped; (2) the type and quantity of
8 the hazardous substances to be shipped; (3) the expected
9 schedule for the shipment of the hazardous substances; and
10 (4) the method of transportation.

11 (b) Respondent shall notify the receiving state
12 and U.S. EPA of major changes in the shipment plan, such as a
13 decision to ship the hazardous substances to another facility
14 within the same state, or to a facility in another state.

15 (c) Respondent shall provide written
16 verification to U.S. EPA that such shipment was received.

17 IX. U.S. EPA'S BASELINE RISK ASSESSMENT

18 9.1 U.S. EPA will perform the Baseline Risk
19 Assessment required for the completion of the RI/FS. Respondent
20 shall support U.S. EPA in this effort by providing the
21 information and deliverables required in the SOW. The major
22 components of the Baseline Risk Assessment include contaminant
23 identification, exposure assessment, toxicity assessment and
24 human health and ecological risk characterization. U.S. EPA will
25 respond to all comments on the Baseline Risk Assessment during
26 the formal comment period on the Record of Decision.

27 ADMINISTRATIVE ORDER ON CONSENT FOR

28 REMEDIAL INVESTIGATION/FEASIBILITY STUDY - 16 September 23, 1992

1 9.2 U.S. EPA will provide sufficient information
2 concerning baseline risks in a timely fashion so that Respondent
3 can begin drafting the Feasibility Study and meet the schedules
4 in the SOW. This information may be in two memoranda. One
5 memorandum will include a list of the chemicals of concern for
6 human health and ecological effects; the other will list the
7 current and potential exposure scenarios and the exposure
8 assumptions and exposure point concentrations that U.S. EPA plans
9 to use in the Baseline Risk Assessment.

10 X. MODIFICATION OF THE WORK PLAN

11 10.1 If at any time during the RI/FS process,
12 Respondent identifies a need for additional data or work beyond
13 that required in the approved Work Plan, a memorandum documenting
14 the need for such data or work shall be submitted to the U.S. EPA
15 Project Coordinator. U.S. EPA, by its Project Coordinator, in
16 its sole discretion, will determine whether such additional data
17 or work are to be incorporated into subsequent reports and
18 deliverables required in the SOW.

19 10.2 In the event of conditions at the Site posing
20 an immediate threat to human health or welfare or the
21 environment, Respondent shall notify U.S. EPA and the state
22 immediately upon becoming aware of such conditions. In the event
23 of unanticipated or changed circumstances at the Site that may
24 pose an immediate threat to human health, or welfare or the
25 environment, Respondent shall notify the U.S. EPA Project
26 Coordinator by telephone within twenty-four (24) hours of

1 discovery of such circumstances. In addition to the authorities
2 in the NCP, U.S. EPA may require Respondent to make appropriate
3 responses to eliminate the immediate threat. After the immediate
4 threat is eliminated to U.S. EPA's satisfaction, U.S. EPA may
5 determine that the unanticipated or changed circumstances warrant
6 changes in the Work Plan. In such circumstance, U.S. EPA may
7 modify or amend the Work Plan, in writing, pursuant to Paragraph
8 10.4. Respondent thereafter shall be bound by the Work Plan as
9 modified or amended.

10 10.3 U.S. EPA may determine that in addition to
11 tasks defined in the approved Work Plan (including any approved
12 modification thereto), other work may be necessary to accomplish
13 the objectives of the RI/FS set forth in the SOW. If it
14 determines that such additional work is required for a complete
15 RI/FS, U.S. EPA may request that Respondent perform this
16 additional work. Within fourteen (14) days of receipt of U.S.
17 EPA's request, Respondent shall either confirm their willingness
18 to perform the additional work, in writing, to U.S. EPA, or shall
19 invoke dispute resolution pursuant to Section XVIII of this
20 Consent Order. If Respondent agrees to perform the additional
21 work or if the dispute resolution process results in an adverse
22 decision for the Respondent, Respondent shall implement the
23 additional work according to the standards, specifications and
24 schedule set forth or approved by U.S. EPA in a written
25 modification or supplement to the Work Plan. In the event
26 Respondent does not perform the additional work or such work is

1 not completed to U.S. EPA's satisfaction, U.S. EPA may invoke any
2 enforcement authority provided for in CERCLA, as described in
3 Section XVIII.

4 10.4 The following modifications or changes may be
5 made by written agreement of the Project Coordinators: (1)
6 technical field modifications to the Work Plan and the Sampling
7 Analysis Plan; (2) modifications to the schedules for
8 deliverables in the SOW; and (3) any other change to the RI or FS
9 Work Plans, not otherwise addressed in Paragraphs 10.2 and 10.3
10 above. Modification to the final completion date of the RI/FS
11 contained in the SOW may be made only by the written agreement of
12 all parties to this Consent Order.

13 XI. QUALITY ASSURANCE

14 11.1 Respondent shall assure that Work performed,
15 samples taken and analyses conducted conform to the requirements
16 of the SOW, and the quality assurance requirements in the
17 approved Work Plan. Respondent will assure that field personnel
18 used by it are properly trained in the use of field equipment and
19 in chain-of-custody procedures.

20 XII. FINAL RI/FS, PROPOSED PLAN, PUBLIC COMMENT
21 RECORD OF DECISION, ADMINISTRATIVE RECORD

22 12.1 In accordance with CERCLA and the NCP, U.S.
23 EPA retains the responsibility for the release to the public of
24 the final RI/FS report and for the preparation and release to the
25 public of the Proposed Plan and Record of Decision for the Site.

1 U.S. EPA will provide Respondent with copies of the final RI/FS
2 Report, Proposed Plan, and ROD.

3 12.2 U.S. EPA will determine the contents of the
4 administrative record file for the selection of remedial action
5 for the Site. Respondent shall submit to U.S. EPA the documents
6 developed during the course of the RI/FS upon which selection of
7 the remedial action may be based. Respondent must also submit
8 any previous studies for the Site conducted under state, local,
9 or other federal authorities relating to selection of response
10 actions for this Site, and all communications between Respondent
11 and state, local, or other federal authorities concerning
12 selection of response actions for this Site. Documents
13 identified in this paragraph shall be submitted to U.S. EPA no
14 later than thirty (30) days after U.S. EPA's request for the
15 material. Respondent may submit comments, including information
16 and documents during the formal comment period for the proposed
17 plan, and U.S. EPA will include all such comments and information
18 and documents in the administrative record. At U.S. EPA's
19 request, Respondent shall also establish a community information
20 repository at or near the Site, to house one (1) copy of the
21 administrative record.

22 XIII. PROGRESS REPORTS AND MEETINGS

23 13.1 In addition to the deliverables set forth in
24 this Consent Order, unless otherwise agreed by the Project
25 Coordinators, Respondent shall provide monthly progress reports
26 to U.S. EPA, by the tenth of each month. At a minimum, these

1 progress reports shall: (1) describe the actions which have been
2 taken to comply with this Consent Order during the preceding
3 month; (2) include results of all sampling and tests and other
4 data received by Respondent during the preceding month and; (3)
5 describe work planned for the next two (2) months with schedules
6 relating such work to the overall project schedule for RI/FS
7 completion; and (4) describe all problems encountered and any
8 anticipated problems, any actual or anticipated delays, as well
9 as the solutions developed and/or implemented to address any
10 actual or anticipated problems or delays.

11 13.2 Respondent shall participate in such meetings
12 as U.S. EPA may schedule during the performance of the RI/FS. In
13 addition to presentation of the technical aspects of the RI/FS,
14 such meetings may include discussion of anticipated problems or
15 new issues. Meetings will be scheduled at U.S. EPA's discretion
16 subject to reasonable notice to Respondent.

17 XIV. SAMPLING, ACCESS, AND DATA AVAILABILITY/ADMISSIBILITY

18 14.1 All results of sampling, tests, modeling, or
19 other data (including raw data) generated by Respondent or on
20 Respondent's behalf during implementation of this Consent Order,
21 shall be submitted to U.S. EPA in the monthly progress report
22 described in the preceding Section of this Consent Order. U.S.
23 EPA will make available to the Respondent all results of
24 sampling, tests, modeling, or other data, (including raw data)
25 generated by U.S. EPA or on behalf of U.S. EPA during
26 implementation of this Consent Order.

1 14.2 Respondent will verbally notify U.S. EPA at
2 least fifteen (15) days prior to conducting field events
3 described in the SOW, Work Plan or Sampling and Analysis Plan.
4 At U.S. EPA's or ADEC's verbal or written request, or that of its
5 authorized Representative(s), Respondent shall allow split or
6 duplicate samples to be taken by U.S. EPA or ADEC or their
7 authorized representatives of any samples collected by Respondent
8 in the course of implementing this Consent Order. All such split
9 or duplicate samples shall be analyzed by the quality assurance
10 methods identified in the approved Work Plan.

11 14.3 U.S. EPA and ADEC and their authorized
12 representatives shall have the authority at all reasonable times
13 to enter and freely move about the property at the Site and any
14 off-Site areas where work is being performed, for the purposes of
15 inspecting conditions, activities, records, operating logs, and
16 contracts related to the site or Respondent and its contractor(s)
17 pursuant to this Consent Order; reviewing the progress of
18 Respondent in carrying out this Consent Order; conducting such
19 tests as U.S. EPA or ADEC or their authorized representatives
20 deem necessary; and verifying the data submitted by Respondent.
21 In the course of such activities, U.S. EPA and ADEC or their
22 authorized representatives may use cameras, recording devices, or
23 other documentary-type equipment. Respondent shall permit U.S.
24 EPA and its authorized representatives to inspect and copy all
25 records, files, photographs, documents, sampling and monitoring
26 data and other writings related to work undertaken in carrying

1 out this Consent Order. Nothing herein shall be construed to
2 limit or affect U.S. EPA's right of entry or inspection authority
3 under federal law. All parties and agencies with access to the
4 Site under this paragraph shall comply with all approved Health
5 and Safety Plans.

6 14.4 Respondent may assert claims of business
7 confidentiality covering part or all of the information submitted
8 pursuant to the terms of this Consent Order subject to the
9 provisions of 40 C.F.R. § 2.203, provided such claims are allowed
10 by Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7). Such
11 claim shall be asserted in the manner described by 40 C.F.R.
12 § 2.203(b) and substantiated at the time the claim is made.
13 Information determined to be confidential by U.S. EPA will be
14 given the protection specified in 40 C.F.R. Part 2. If no such
15 claim accompanies the information when it is submitted to U.S.
16 EPA, it may be made available to the public by U.S. EPA or the
17 state without further notice to Respondent.

18 14.5 In entering into this Consent Order,
19 Respondent and U.S. EPA waive any objections to the QA/QC
20 Procedures applied to any data gathered, generated, or evaluated
21 by U.S. EPA, the state, or Respondent in the performance or
22 oversight of the Work that has been verified according to the
23 Quality Assurance/Quality Control ("QA/QC") procedures required
24 by the Consent Order or any U.S. EPA-approved Work Plan or
25 Sampling and Analysis Plan. If Respondent objects to any data
26 relating to the RI/FS, they shall submit a report to U.S. EPA

1 that identifies and explains their objections, describes the
2 acceptable uses of the data, if any, and identifies any
3 limitations to use of the data. The report must be submitted to
4 U.S. EPA within fifteen (15) days of the monthly progress report
5 containing the data.

6 14.6 Respondent agrees not to assert privilege or
7 confidentiality claims with respect to any documents or data
8 related to Site conditions, sampling or monitoring required to be
9 submitted to U.S. EPA pursuant to this Consent Order.

10 Respondent, however, reserves the right to assert privilege and
11 work product protections as to opinions and conclusions of their
12 employees, consultants, attorneys or other agents. In the event
13 privilege is asserted, upon request, Respondent shall provide
14 U.S. EPA with the date, author, recipient or addressee, title or
15 description of the subject of the opinion or conclusion and the
16 privilege asserted by Respondent.

17 14.7 There is currently an agreement in place
18 among the Alaska Railroad Corporation, Ben Lomond, Inc. and
19 Standard Steel & Metals providing U.S. EPA, ADEC and the
20 Respondent's consultant access to the Site. Respondent shall use
21 its best efforts to obtain additional on-site and necessary off-
22 site agreements. Such agreements shall provide access for U.S.
23 EPA, its contractors and oversight officials, ADEC and its
24 contractors, and the Respondent and its authorized
25 representatives. Such agreements shall specify that Respondent
26 is not U.S. EPA's representatives with respect to liability

1 associated with Site activities. Prior to initiation of field
2 activities on any property, Respondent shall provide to U.S. EPA
3 a copy of the access agreement pertaining to such property. If
4 access agreements are not obtained within a reasonable time,
5 Respondent shall notify U.S. EPA of its failure to obtain access
6 and provide U.S. EPA with a detailed description of its efforts
7 to obtain access. U.S. EPA, in its discretion, may seek to
8 obtain access for the Respondent; may terminate the Consent Order
9 in the event that Respondent cannot obtain access agreements; or
10 may allow Respondent to continue work without access. In the
11 event U.S. EPA does not obtain access for Respondent and does not
12 terminate the Consent Order, Respondent shall perform all other
13 activities not requiring access to the off-site are in question.
14 Respondent shall also reimburse U.S. EPA for all costs,
15 including, but not limited to, enforcement costs and attorney
16 fees incurred by the United States to obtain access for the
17 Respondent.

18 XV. DESIGNATED PROJECT COORDINATORS

19 15.1 On or before the effective date of this
20 Consent Order, U.S. EPA and Respondent shall each designate their
21 own Project Coordinator. Each Project Coordinator shall be
22 responsible for overseeing the implementation of this Consent
23 Order. To the maximum extent possible, communications between
24 Respondent and U.S. EPA shall be directed to the Project
25 Coordinator by mail, with copies to such other persons as U.S.
26 EPA and Respondent may respectively designate. Communications

1 include, but are not limited to, all reports, approvals and other
2 documents and correspondence submitted under this Consent Order.

3 15.2 U.S. EPA and Respondent each have the right
4 to change their respective Project Coordinator. The other party
5 must be notified, in writing, at least ten (10) days prior to the
6 change.

7 15.3 All reports, approvals, disapprovals and
8 other documents and correspondence which must be submitted under
9 this Consent Order shall be sent by hand, express or certified
10 mail, return receipt requested, to the following Project
11 Coordinators or to such successor Project Coordinators as may be
12 designated in writing by the parties:

13 (a) For U.S. EPA:

14 Christopher Cora
15 Federal Facility Branch (HW-124)
16 U.S. EPA, Region 10
1200 Sixth Avenue
Seattle, Washington 98101

17 (b) For Respondent:

18 Alex Tula
19 Woodward-Clyde, Consultants
20 3440 Bank of California Center
900 Fourth Avenue
21 Seattle, Washington 98164

22 15.4 U.S. EPA's Project Coordinator shall have the
23 authority vested in a Remedial Project Manager ("RPM") and
24 On-Scene Coordinator ("OSC") by the NCP. In addition, U.S. EPA's
25 Project Coordinator shall have the authority, consistent with the
26 NCP, to halt any work required by this Consent Order, and to take
27 any necessary response action when he/she determines that

1 emergency conditions at the Site may present an immediate
2 endangerment to public health, welfare, or the environment. The
3 absence of the U.S. EPA Project Coordinator from the area under
4 study pursuant to this Consent Order shall not be cause for the
5 stoppage or delay of work.

6 15.5 In addition to its Project Coordinator, U.S.
7 EPA shall arrange for other qualified person(s) to assist in its
8 oversight and review of the conduct of the RI/FS, pursuant to
9 Section 104(a) of CERCLA, 42 U.S.C. § 9604(a). Such persons may
10 observe work and make inquiries in the absence of the U.S. EPA
11 Project Coordinator, but are not authorized to modify the Work
12 Plan.

13 XVI. OTHER APPLICABLE LAWS

14 16.1 Respondent shall comply with all applicable
15 state, federal and local laws when performing the RI/FS. No
16 local, state, or federal permit shall be required for any portion
17 of any activity conducted entirely on-site, where such action is
18 selected and carried out in compliance with Section 121 of
19 CERCLA, 42 U.S.C. § 9621.

20 XVII. RECORD PRESERVATION

21 17.1 All records and documents in Respondent's
22 possession that relate in any way to the Site shall be preserved
23 during the conduct of this Consent Order and for five (5) years
24 after commencement of any remedial action. Respondent shall
25 acquire and retain copies of all documents that relate to the
26 Site which are in the possession of its employees, agents,

1 accountants, contractors or attorneys. After this five (5) year
2 period, Respondent shall notify U.S. EPA at least ninety (90)
3 days before the documents are scheduled to be destroyed. If U.S.
4 EPA requests that the documents be saved, Respondent shall, at no
5 cost to U.S. EPA, give U.S. EPA the documents or copies of the
6 documents.

7 XVIII. DISPUTE RESOLUTION

8 18.1 The dispute resolution procedures of this
9 Section shall be the exclusive mechanism to resolve disputes
10 arising under or with respect to this Consent Order and shall
11 apply to all provisions of this Consent Order. The fact that
12 dispute resolution is not specifically referenced in the
13 individual Sections of the Consent Order is not intended to and
14 shall not bar Respondent from invoking the procedures with
15 respect to any disputed issue.

16 18.2 a. Any dispute which arises under or with
17 respect to this Consent Order shall in the first instance be the
18 subject of informal negotiations between the Respondent and U.S.
19 EPA. The period for informal negotiations shall not exceed
20 fifteen (15) days from the time the dispute arises, unless such
21 period is modified by written agreement of the Project
22 Coordinators. The dispute shall be considered to have arisen
23 when one party sends the other parties a written Notice of
24 Dispute. In the event that the parties cannot resolve a dispute
25 informally, the position advanced by U.S. EPA shall be binding
26

1 unless formal dispute resolution is invoked under Paragraph
2 18.2(b).

3 b. Within twenty (20) days after the
4 conclusion of the informal negotiation period, Respondent may
5 request a determination by U.S. EPA's Hazardous Waste Division
6 Director by submitting to U.S. EPA a written Statement of
7 Position on the matter in dispute, including, but not limited to,
8 any factual data, analysis or opinion supporting that position
9 and any supporting documentation relied upon by the Respondent.

10 c. Within twenty (20) days after receipt of
11 the Respondent's Statement of Position, the EPA will provide to
12 the Respondent its Statement of Position, including, but not
13 limited to, any factual data, analysis, or opinion supporting
14 that position and all supporting documentation relied upon by the
15 U.S. EPA.

16 d. An administrative record of the dispute
17 shall be maintained by U.S. EPA and shall contain all Statements
18 of Position, including supporting documentation, submitted
19 pursuant to this Section. Where appropriate, the U.S. EPA may
20 allow submission of supplemental Statements of Position by the
21 parties to the dispute.

22 e. The Director of the Hazardous Waste
23 Division, will issue a final administrative decision resolving
24 the dispute, based on the administrative record described in
25 subparagraph d. This decision shall be binding upon the
26

Respondent subject to the provision for judicial review provided in Paragraph 18.3.

18.3 If the Respondent does not abide by U.S. EPA's final administrative decision, U.S. EPA reserves the right in its sole discretion to seek either stipulated or statutory penalties and/or to pursue any other enforcement option provided in CERCLA. If U.S. EPA seeks enforcement of this Consent Order in court, Respondent may seek judicial review of U.S. EPA's final administrative decision based on the administrative record developed during the dispute resolution process. Such judicial review of the dispute shall be under the arbitrary and capricious standard.

18.4 While a matter is pending in dispute resolution, Respondent is not relieved of their obligations to perform other activities and submit deliverables on the schedule(s) in their approved Work Plan. The invocation of dispute resolution does not stay the accrual of stipulated or statutory penalties under this Consent Order.

XIX. STIPULATED PENALTIES

19.1 U.S. EPA, in its sole discretion, may impose stipulated penalties for each day that Respondent fails to complete a deliverable in a timely manner or fail to produce a deliverable of acceptable quality, or fail to revise any deliverable as directed by U.S. EPA. Penalties begin to accrue on the day that performance is due or a violation occurs and shall extend through the date of completion of the correction.

1 Where a revised submission is required of Respondent, stipulated
2 penalties shall continue to accrue until a satisfactory
3 deliverable is submitted to U.S. EPA. U.S. EPA will provide
4 written notice for violations that are not based on timeliness;
5 nevertheless, penalties shall accrue from the day a violation
6 commences. Payment shall be due within thirty (30) days of
7 receipt of a demand letter from U.S. EPA. U.S. EPA may, in its
8 sole discretion, waive imposition of stipulated penalties if it
9 determines that Respondent has attempted in good faith to comply
10 with this Order or in the event of timely cure of defects in
11 initial submissions.

12 19.2 Respondent shall pay interest on any unpaid
13 balance of stipulated penalties, which shall begin to accrue at
14 the end of the 30-day period, at the rate established by the
15 Department of Treasury pursuant to 30 U.S.C. § 3717.

16 19.3 Respondent shall make all payments on account
17 of stipulated penalties by cashier's or certified check(s) made
18 payable to the Hazardous Substances Superfund, which are to be
19 transmitted to:

20 U.S. Environmental Protection Agency
21 Attn: Superfund Accounting
22 P.O. Box 360903M
 Pittsburgh, PA 15251

23 All checks shall identify the name of the Site, the Site identi-
24 fication number and the account number. A copy of the check
25 and/or transmittal letter shall be forwarded to the U.S. EPA
26 Project Coordinator.

1 19.4 For the following major deliverables,
2 stipulated penalties shall accrue in the amount of \$1000 per day,
3 per violation, for the first seven (7) days of noncompliance;
4 \$2000 per day, per violation, for the 8th through 14th day of
5 noncompliance; \$5000 per day, per violation, for the 15th day
6 through the 30th day; and \$10,000 per day, per violation, for the
7 30th day through the 90th day.

- 8 1) The original draft and any revised RI Work Plan.
- 9 2) The original draft and any revised Sampling and
10 Analysis Plan.
- 11 3) The original draft and any revised RI Report.
- 12 4) The original draft and any revised FS Work Plan.
- 13 5) The original draft and any revised Treatability
14 Testing Work Plan if needed.
- 15 6) The original draft and any revised Treatability
16 Study Sampling and Analysis Plan if needed.
- 17 7) The original draft and revised FS Report.

18 19.5 For the following interim deliverables,
19 stipulated penalties shall accrue in the amount of \$500 per day,
20 per violation, for the first week of noncompliance; \$1000 per
21 day, per violation, for the 8th through 14th day of
22 noncompliance; \$3000 per day, per violation, for the 15th day
23 through the 30th day of noncompliance; and \$5000 per day, per
24 violation, for the 30th through the 90th day.

- 1) Technical memorandum on modeling of Site characteristics if Respondent proposes that modeling is appropriate.
- 2) Preliminary Site Data Summary.
- 3) Treatability Study Evaluation Report.
- 4) Memorandum on Remedial Action Objectives.
- 5) Interim Remedial or Removal Action Work Plan if proposed.

19.6 For failure to submit the monthly progress reports, stipulated penalties shall accrue in the amount of \$250 per day, per violation, for the first week of noncompliance; \$750 per day, per violation, for the 8th through 14th day of noncompliance, \$1500 per day, per violation, for the 15th day through the 30th day; and \$3000 per day, per violation, for the 30th day through the 90th day.

19.7 Respondent may dispute U.S. EPA's right to the stated amount of penalties by invoking the dispute resolution procedures under Section XVIII of this Consent Order. Penalties shall accrue, but need not be paid, during the dispute resolution period. If Respondent does not prevail upon resolution of the dispute, all penalties shall be due to U.S. EPA within thirty (30) days of resolution of the dispute. If Respondent prevails in the dispute resolution, no penalties shall be paid.

19.8 In the event that U.S. EPA provides for corrections to be reflected in the next deliverable and does not require resubmission of the original deliverable, stipulated

1 penalties for that interim deliverable shall cease to accrue on
2 the date of such decision by U.S. EPA.

3 19.9 The stipulated penalties provisions in this
4 Section do not preclude U.S. EPA from pursuing any other remedies
5 or sanctions, including applicable statutory penalties instead of
6 stipulated penalties, which are available because of Respondent's
7 failure to comply with this Consent Order. Payment of stipulated
8 penalties does not alter Respondent's obligation to complete
9 performance under this Consent Order.

10 XX. FORCE MAJEURE

11 20.1 For purposes of this Consent Order, "Force
12 Majeure" is defined as any event arising from causes beyond the
13 control of the Respondent or of any entity controlled by
14 Respondent, including their contractors and subcontractors, that
15 delays the timely performance of any obligation under this
16 Consent Order, notwithstanding Respondent's best efforts to avoid
17 delay. The requirement that the Respondent exercise "best
18 efforts" to avoid the delay includes using best efforts to
19 anticipate any potential Force Majeure event and to address the
20 effects of any potential Force Majeure event: (1) as it is
21 occurring; and (2) following the potential Force Majeure event,
22 such that the delay is minimized to the greatest extent
23 practicable. Force Majeure events shall not include increased
24 costs or expenses of any work to be performed under this Consent
25 Order or the financial difficulty of Respondent in performing
26 such work.

1 20.2 If any event occurs or has occurred that may
2 delay the performance of any obligation under this Consent Order,
3 whether or not caused by a Force Majeure event, Respondent shall
4 notify the U.S. EPA Project Coordinator (or, in his or her
5 absence, the Federal Facility Branch Chief, U.S. EPA Region 10),
6 by telephone, within forty-eight (48) hours after Respondent
7 first became aware that the event might cause a delay. Within
8 five (5) business days thereafter, Respondent shall provide a
9 written statement of the reasons for the delay; the anticipated
10 duration of the delay; all actions taken or to be taken to
11 prevent or minimize the delay; and a schedule for implementation
12 of any measures to be taken to mitigate the effect of the delay.
13 Respondent shall exercise best efforts to avoid or minimize any
14 delay and the effects of such delay. Failure to comply with the
15 above requirements as to any event shall preclude Respondent from
16 asserting any claim of Force Majeure as to that event.

17 20.3 If EPA agrees that the delay or anticipated
18 delay is attributable to a Force Majeure event, the time for
19 performance of the obligations under this Consent Order that are
20 directly affected by the Force Majeure event shall be extended,
21 by agreement of the parties, for a period of time not to exceed
22 the actual duration of the delay caused by the Force Majeure
23 event. An extension of the time for performance of the
24 obligation directly affected by the Force Majeure event shall
25 not, of itself, extend the time for performance of any subsequent
26 obligation.

1 20.4 If U.S. EPA does not agree that the delay or
2 anticipated delay has been or will be caused by a Force Majeure
3 event, or does not agree with Respondent on the length of the
4 proposed extension of time, the issue shall be subject to the
5 dispute resolution procedures set forth in Section XVIII of this
6 Consent Order. In any such proceeding, Respondent shall have the
7 burden of demonstrating by a preponderance of the evidence that
8 the delay or anticipated delay has been or will be caused by a
9 Force Majeure event, that the duration of the delay was or will
10 be warranted under the circumstances, that Respondent exercised
11 or are using their best efforts to avoid and/or mitigate the
12 effects of the delay, and that Respondent complied with the
13 requirements of Paragraph 20.1.

14 20.5 Should Respondent carry the burden set forth
15 in the preceding paragraph, the delay at issue shall not be
16 deemed to be a violation of the affected obligation of this
17 Consent Order.

18 XXI. REIMBURSEMENT OF RESPONSE AND OVERSIGHT COSTS

19 21.1 After receipt of the final draft RI/FS
20 Reports, U.S. EPA will submit to Respondent a summary and demand
21 for payment of all response costs incurred by U.S. EPA with
22 respect to the RI/FS and this Consent Order. Response costs
23 ("Response Costs") shall include all direct and indirect costs
24 incurred in overseeing Respondent's implementation of this
25 Consent Order and in performance by U.S. EPA of activities
26 required as part of the RI/FS under this Consent Order,

1 including, without limitation, costs incurred in conduct of the
2 Baseline Risk Assessment, in obtaining access, if necessary, and
3 in implementing a community relations program for the Site. All
4 cost summaries will include U.S. EPA's: (a) payroll and travel
5 costs, (b) contract costs, and (c) indirect costs, including the
6 amount computed on the basis of direct labor hours. U.S. EPA's
7 certified Financial Management System summary of unreimbursed
8 response costs shall serve as the basis for each demand for
9 payment.

10 21.2 Subject to requests for supporting
11 documentation under Paragraph 21.4, within thirty (30) days of
12 receipt of demand for payment, the amount shall be due and
13 payable and Respondent shall remit a certified or cashier's check
14 for the amount of such costs. If the amount of any demand is not
15 paid in full within thirty (30) days of receipt of the demand,
16 interest shall accrue on the unpaid balance at the interest rate
17 determined annually by the Secretary of the Treasury for interest
18 on investments of the Hazardous Substances Superfund, pursuant to
19 Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

20 21.3 All checks shall be made payable to the
21 Hazardous Substances Superfund and shall include the name of the
22 Site, the Site identification number and account number, and
23 shall indicate that payment is on account of U.S. EPA response
24 costs. Checks shall be forwarded to:

25 U.S. Environmental Protection Agency
26 Attn: Superfund Accounting
27 P.O. Box 360903M
28 Pittsburgh, PA 15251

Copies of each transmittal letter and check shall be sent simultaneously to the U.S. EPA Project Coordinator.

21.4 Upon request by the Respondent within thirty (30) days of receipt of the demand for payment, U.S. EPA shall provide the following supporting documentation for Response costs: employee time sheets for payroll costs, receipts for travel costs, contractor invoices and supporting documentation for contractor charges and expenses, and computation of U.S. EPA indirect costs. Some of the requested information may be redacted or issued only after Respondent agrees to protective provisions if the information is subject to a claim of privilege or is confidential business information.

21.5 Respondent may dispute payment of any portion of the Response costs demanded by U.S. EPA, but only on the basis of accounting errors, the inclusion of costs outside the scope of this Consent Order, costs inconsistent with the NCP, or not in accordance with CERCLA. Any such objection shall be made in writing within fifteen (15) days of receipt of the requested supporting documentation and shall specifically identify the disputed costs and the basis of the dispute. Any non-contested costs shall be remitted by Respondent within the fifteen (15) day notice period and in accordance with the procedures in Paragraphs 21.2 and 21.3 above. In the event that dispute resolution under Section XVIII above is invoked with respect to any cost item, Respondent shall pay disputed costs into an escrow account while the dispute is pending. In any dispute resolution proceeding,

Respondent shall bear the burden of establishing its contentions of inappropriate costs on the grounds set forth above.

21.6 Except as provided in this Paragraph, this Consent Order does not apply to Respondent's liability for past costs incurred by U.S. EPA in connection with the removal response action, which is currently the subject of litigation filed in the U.S. District Court for the District of Alaska. In any settlement with the United States, however, Respondent (and the federal agencies signatories to the Funding Agreement) shall receive credit for expenses incurred by them under this Consent Order in determining their proportionate liability for response costs at the Site.

XXII. FINANCIAL ASSURANCE, INSURANCE AND INDEMNIFICATION

22.1 Respondent shall demonstrate its ability to complete the Work and any other obligations required under this Consent Order, by obtaining and presenting to U.S. EPA for its approval, within thirty (30) days after the effective date of this Consent Order, one of the following: (a) a performance bond; (b) one or more letters of credit equaling the total estimated cost of the Work, less the portion to which the federal government agencies and departments who are potentially responsible parties have agreed to pay; (c) a guarantee to perform the Work by parent or sibling corporation or subsidiaries of the Respondent; or (d) internal corporate financial information sufficient to satisfy U.S. EPA that Respondent's net worth is sufficient to make additional financial assurances

unnecessary. If internal financial information is relied upon, the standards used to determine the adequacy of Respondent's resources (or the adequacy of the guarantees of the parent or sibling corporations or subsidiaries) shall be equivalent to those set forth in 40 C.F.R. Part 265, Subpart H.

22.2 U.S. EPA will have forty-five (45) days from receipt of the financial assurance or internal corporate information to determine its adequacy and to communicate its determination to Respondent. If U.S. EPA determines that such assurance or information is inadequate, Respondent shall remedy the defect or submit one of the other forms of assurance to U.S. EPA for its approval. If internal corporate information is relied upon, Respondent shall submit updated financial information annually, on the anniversary of the effective date of this Consent Order.

22.3 In no event shall work required under this Consent Order be delayed pending submission and/or approval of financial assurances under this Section.

22.4 (a) Prior to commencing any work under this Consent Order, Respondent shall obtain comprehensive general liability ("CGL") and automobile insurance with limits of at least three million dollars (\$3,000,000), combined single limit per occurrence, naming the United States as additional insured, to insure against all claims of injury or property damage to third parties arising from or related to such work. Such insurance shall be maintained for the duration of this Consent

1 Order and for two years after completion of all work required
2 hereunder. In lieu of such coverage, Respondent, at its option,
3 may provide evidence of financial capacity sufficient for
4 purposes of self-insurance pursuant to the requirements in 40
5 C.F.R. Part 265, Subpart H.

6 (b) Respondent may demonstrate by evidence
7 satisfactory to U.S. EPA that its contractor or subcontractors
8 maintain equivalent coverage, or coverage for the same risks but
9 in a lesser amount or for lesser terms, in which case Respondent
10 need provide only that portion of the insurance described above
11 which is not maintained by the contractor or subcontractor. At
12 least seven (7) days prior to commencing any work under this
13 Consent Order, Respondent shall provide U.S. EPA with copies of
14 the applicable policies or other evidence of the required
15 coverage.

16 (c) For the duration of this Consent Order,
17 Respondent shall satisfy, or ensure that its contractors or
18 subcontractors satisfy, all applicable laws and regulations
19 regarding workers' compensation coverage for all persons
20 performing work on their behalf in implementing this Consent
21 Order. Prior to commencing such work, Respondent shall provide
22 U.S. EPA with copies of the applicable policies or other evidence
23 of such coverage.

24 22.4 Respondent agrees to indemnify and hold the
25 United States, its agencies, departments, agents and employees,
26 excluding the United States and its agencies, departments, agents

1 and employees in their role as Potentially Responsible Parties,
2 harmless from any and all claims or causes of action arising from
3 or on account of acts or omissions of Respondent, its employees,
4 contractors, agents, receivers, successors, or assigns in
5 carrying out activities under this Consent Order. The United
6 States or any agency or authorized representative thereof shall
7 not be held out as a party to any contract entered into by
8 Respondent in carrying out activities under this Consent Order.

9 XXIII. JUDICIAL REVIEW

10 23.1 Nothing in this Consent Order shall be
11 construed as authorizing any person to seek judicial review of
12 any action or work where review is barred by any provision of
13 CERCLA, including, without limitation, Section 113(h) of CERCLA,
14 42 U.S.C. § 9613(h).

15 XXIV. RESERVATIONS OF RIGHTS

16 24.1 An action is pending in U.S. District Court
17 for the District of Alaska for recovery of past costs incurred at
18 the Site, and for other relief. With exception of these past
19 costs, U.S. EPA reserves the right to bring an action against
20 Respondent under Section 107 of CERCLA, 42 U.S.C. § 9607, for
21 recovery of all response costs, including oversight costs,
22 incurred by the United States at the Site that are not reimbursed
23 by Respondent, any costs incurred in the event that U.S. EPA
24 performs any work, and any future costs incurred by the United
25 States in connection with response activities conducted under
26 CERCLA at this Site.

1 24.2 U.S. EPA reserves the right to bring an
2 action against Respondent to collect stipulated penalties
3 assessed pursuant to Section XIX of this Consent Order, or to
4 elect to seek penalties pursuant to Section 109 of CERCLA, 42
5 U.S.C. § 9609.

6 24.3 Respondent retains its right to assert any
7 claims for contribution or otherwise it may have against other
8 potentially responsible parties at the Site.

9 24.4 Except as expressly provided in this Consent
10 Order, each party reserves all other rights and defenses it may
11 have. Nothing in this Consent Order shall affect U.S. EPA's
12 emergency removal authority or its enforcement authorities
13 including, but not limited to, the right to seek injunctive
14 relief, stipulated or statutory penalties, and/or punitive
15 damages.

16 24.5 Upon satisfactory completion of the
17 requirements of this Consent Order, Respondent (and the federal
18 agencies signatories to the Funding Agreement) shall have
19 resolved their liability to U.S. EPA for the Work performed and
20 the Response Costs incurred in connection with the RI/FS.
21 Respondent is not released from liability, however, for any
22 response actions taken at the Site beyond the scope of this
23 Consent Order including removals, remedial action or activities
24 under section 121(c) of CERCLA, 42 U.S.C. § 9621(c).

1 XXV. OTHER CLAIMS

2 25.1 In entering into this Consent Order,
3 Respondent waivew any right to seek reimbursement under Section
4 106(b) of CERCLA, 42 U.S.C. § 9606(b) and any right to present
5 claims under Sections 111 or 112 of CERCLA, 42 U.S.C. §§ 9611 or
6 9612 for the Work. This Consent Order does not constitute any
7 decision on preauthorization of funds under Section 111(a)(2) of
8 CERCLA, 42 U.S.C. § 9611(a)(2). Subject to Section 25.2 of this
9 Consent Order, Respondent further waives all other statutory and
10 common law claims against the United States, including, but not
11 limited to, contribution and counterclaims, relating to or
12 arising out of conduct of the RI/FS.

13 25.2 Nothing in this Consent Order shall
14 constitute or be construed as a release from any claim, cause of
15 action, or demand in law or equity against the United States, its
16 agencies, departments, agents and employees in their role as
17 Potentially Responsible Parties, or against any person, or entity
18 not a signatory to this Consent Order for any liability it may
19 have arising out of or relating in any way to the generation,
20 storage, treatment, handling, transportation, release, or
21 disposal of any hazardous substances, pollutants, or contaminants
22 found at, taken to or from the Site.

23 25.3 Respondent shall not recover its own costs
24 and attorneys fees from U.S. EPA and/or the United States.
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1 XXVI. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

2 26.1 The effective date of this Consent Order
3 shall be the date it is signed by all parties to this Consent
4 Order.

5 26.2 This Consent Order may be amended by mutual
6 agreement of U.S. EPA and Respondent. All such amendments shall
7 be in writing and shall be effective when signed by all parties
8 to this Consent Order. U.S. EPA Project Coordinators are not
9 authorized to sign amendments to the Consent Order.

10 26.3 No informal advice, guidance, suggestions or
11 comments by U.S. EPA regarding reports, plans, specifications,
12 schedules or any other document submitted by the Respondent shall
13 be construed as relieving the Respondent of its obligation to
14 obtain such formal approval as may be required by this Consent
15 Order.

16 XXVII. SATISFACTION

17 27.1 The provisions of this Consent Order shall
18 be satisfied when Respondent certifies in writing to U.S. EPA
19 that all activities required under this Consent Order, including
20 any additional work and payment of costs and any stipulated
21 penalties demanded by U.S. EPA, have been performed and/or paid,
22 and U.S. EPA has approved the certification. U.S. EPA will
23 respond within thirty (30) days to any such request for approval
24 of Respondent's certification or within a longer period of time
25 as may be agreed to by the Project Coordinators. If the U.S. EPA
26 does not respond within thirty days after receipt of Respondent's

1 request or within the agreed on time, or responds unfavorably,
2 the Respondent may invoke dispute resolution under Section XVIII.
3 Such certification and approval shall not, however, terminate
4 Respondent's obligation to comply with Sections XVII and XXII of
5 this Consent Order.

6 27.2 The certification required in the preceding
7 paragraph shall be signed by a responsible official representing
8 Respondent, who shall certify that the information contained in
9 or accompanying the certification is true, accurate, and
10 complete. For purposes of this Consent Order, a responsible
11 official is a corporate official in charge of a principal
12 business function.

13 XXVIII. SEPARATE DOCUMENTS

14 28.1 This Consent Order may be executed in two or
15 more counterparts, each of which shall be deemed an original, but
16 all of which together shall constitute one and the same
17 instrument.

18 XXIX. CONTINGENT RIGHT TO WITHDRAW

19 29.1 If within 60 days of the execution of this
20 Consent Order by Respondent the Funding Agreement, dated
21 September 23, 1992 (referenced in Paragraph 5.13), is not
22 approved and executed by an authorized United States Assistant
23 Attorney General in its current form, or in a form otherwise
24 acceptable to Respondent, and thereby made binding upon the
25 federal agency parties, the Respondent shall have the right to
26 withdraw its consent to and approval of this Consent Order by

1 written notice to U.S. EPA. Such right to withdraw shall be
2 continuing but shall terminate at such time as such a Funding
3 Agreement is fully executed and made binding upon all parties
4 thereto. In the event Respondent exercises the right to withdraw
5 pursuant to this provision, such withdrawal shall be effective
6 immediately upon delivery of written notice to U.S. EPA and
7 Respondent shall be relieved of all obligations under this
8 Consent Order, provided, however, that Respondent shall, upon
9 request, provide to the U.S. EPA Project Coordinator any sampling
10 information and/or other data collected pursuant to this Consent
11 Order prior to withdrawal. In the event of any withdrawal,
12 neither the prior approval of this Consent Order by Respondent
13 nor the withdrawal from it shall enlarge or diminish any
14 obligation or liability of Respondent which may exist at any time
15 independent of this Consent Order.

16
17
18 By: Randall F. Smith
19 RANDALL F. SMITH, Director
20 Hazardous Waste Division, Region 10
21 1200 Sixth Avenue
22 Seattle, Washington 98101

Date: 9/25/92

1 STIPULATED, AGREED, AND APPROVED FOR ISSUANCE

2
3 CHUGACH ELECTRIC ASSOCIATION, INC.

4
5 By: Evan J. Griffith, Jr.

6 9/23/92
Date

7 Acting General Manager
Title

8 Evan J. Griffith, Jr.

9 Acting General Manager

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Address

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27 ADMINISTRATIVE ORDER ON CONSENT FOR
28 REMEDIAL INVESTIGATION/FEASIBILITY STUDY - 48 September 23, 1992

APPENDIX 1

STATEMENT OF WORK STANDARD STEEL AND METALS SALVAGE YARD REMEDIAL INVESTIGATION AND FEASIBILITY STUDY

INTRODUCTION

The purpose of this Remedial Investigation/Feasibility Study (RI/FS) is to investigate the nature and extent of contamination at the Standard Steel Metals and Salvage Yard ("Site") located in Anchorage, Alaska and develop and evaluate remedial alternatives. The RI and FS are interactive and may be conducted concurrently so that the data collected in the RI influences the development of remedial alternatives in the FS, which in turn affects the data needs and the scope of treatability studies.

The Respondents will conduct this RI/FS (except for the baseline risk assessment component) in accordance with the Administrative Order on Consent ("AOC") to which this Statement of Work is attached. Respondents will produce draft RI and FS reports that are in accordance with this SOW, the Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA (U.S. EPA, Office of Emergency and Remedial Response, October 1988, OSWER Directive No. 9355.3-01) (the "RI/FS Guidance"), and other guidances that the U.S. Environmental Protection Agency ("U.S. EPA") uses in conducting a RI/FS (a list of primary guidance is attached). The RI/FS Guidance describes the report format and the required report content. The Respondents will furnish all necessary personnel, materials, and services needed, or incidental to performing the RI/FS, except as otherwise specified in the AOC.

At the completion of the RI/FS, U.S. EPA will be responsible for the selection of a site remedy, which it will document in a Record of Decision ("ROD"). The final RI/FS report, as adopted by U.S. EPA, and U.S. EPA's baseline risk assessment, together with the administrative record, will form the basis for the selection of the remedy at the Site and will provide the information necessary for preparation of the ROD.

The remedial action alternative selected by U.S. EPA will meet the cleanup standards specified in Section 121 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. § 9621. That is, the selected remedial action will be protective of human health and the environment, will be in compliance with, or include a waiver of, applicable or relevant and appropriate requirements of other laws, will be cost-effective, will utilize permanent solutions and alternative treatment technologies or resource

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recovery technologies, to the maximum extent practicable, and will address the statutory preference for treatment as a principal element.

TASK 1 - SCOPING (RI/FS Guidance, Chapter 2)

The specific project scope will be planned by the Respondents and U.S. EPA. The respondent will document the specific project scope in a Work Plan in accordance with the RI/FS Guidance and other applicable guidances. Because the work required to perform a RI/FS is not fully known at the outset, and is phased in accordance with the Site's complexity and the amount of available information, it may be necessary to modify the Work Plan during the RI/FS to satisfy the objectives of the study.

Based on available information, the site objectives for the Site have been determined preliminarily to be the following:

Gather data of sufficient quantity and quality concerning contaminants in groundwater, surface water, soil, sediments, and air to conduct a Baseline Risk Assessment (human health and ecological), to determine nature and extent of contaminants, contaminant fate and transport, and to select the appropriate remedial action by conducting a feasibility study.

A sampling strategy will be agreed upon by U.S. EPA and the Respondents which meets the foregoing objectives based on the nature and extent of contamination at the site. Data gathered from the sampling activity will then be used to meet all of the requirements of an RI/FS, which are outlined in this SOW.

Respondents shall conduct the scoping activities described in the RI/FS Guidance, Chapter 2 to the extent applicable to the Site and as required by U.S. EPA. Respondents have provided U.S. EPA with a draft Work Plan. U.S. EPA and Respondents are currently negotiating and discussing the site-specific project scope. At the conclusion of the project planning phase, Respondents shall provide U.S. EPA with the following deliverables:

(a) Draft Final RI Work Plan. Within 30 days of the effective date of this Consent Order, Respondents shall submit to U.S. EPA a draft final RI Work Plan.

(b) Sampling and Analysis Plan. Within 30 days of the effective date of this Consent Order, Respondent(s) shall submit to U.S. EPA a draft final Sampling and Analysis Plan. This plan shall include a

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Field Sampling Plan ("FSP") and a Quality Assurance Project Plan ("QAPP").

(c) Site Health and Safety Plan. Within 30 days of the effective date of this Consent Order, Respondents shall submit to U.S. EPA a Health and Safety Plan for the Site.

(d) Draft Final FS Work Plan. Within 120 days of the effective date of this Consent Order, Respondents shall submit to U.S. EPA a draft final FS Work Plan, which shall include:

(i) Identification of Candidate Technologies Memorandum.

TASK 2 - COMMUNITY RELATIONS

U.S. EPA will prepare a Community Relations Plan ("CRP") for the RI/FS, in accordance with U.S. EPA guidances and the NCP. Upon request, Respondents shall provide information to U.S. EPA to support its community relations program. In addition, the Respondents may establish a community information repository, at or near the site, to house one copy of the administrative record. The extent of PRP involvement in CRP activities is left to the discretion of U.S. EPA. The Respondents' community relations responsibilities, if any, are specified in the community relations plan. All PRP-conducted community relations activities will be subject to oversight by U.S. EPA.

TASK 3 - SITE CHARACTERIZATION (RI/FS Guidance, Chapter 3)

Following U.S. EPA approval or modification of the RI Work Plan and Sampling and Analysis Plan, Respondents shall perform Site Characterization as specified in the Work Plans, as they may be modified in accordance with the procedures set forth in the AOC. Site Characterization shall be performed in accordance with the RI/FS Guidance and any other applicable guidances. Respondents shall verbally notify U.S. EPA at least fifteen (15) days prior to conducting field events. Respondents shall provide U.S. EPA with analytical data within ten (10) days of receipt of sampling results from each sampling activity. Such data shall be provided in a electronic format (i.e., computer disk) showing the location, medium, and results. Within seven (7) days of completion of field activities, Respondents shall notify U.S. EPA, in writing, of such completion.

During Site Characterization, Respondent(s) shall provide U.S. EPA with the following deliverables, as described in the RI/FS Guidance and/or Work Plan:

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(a) Technical Memorandum on Modeling of Site Characteristics. Where Respondents propose that modeling is appropriate, Respondents shall submit a Technical Memorandum on Modeling parameters within 30 days of their proposal.

(b) Preliminary Site Data Summary. Within 30 days of completion of the field sampling and receipt of laboratory analysis for any phase of the remedial investigation, Respondents shall submit a Site Data Summary to U.S. EPA.

(c) Draft Remedial Investigation Report. Within 120 days of completion of the on-site work for all phases of the remedial investigation, Respondents shall submit a draft RI Report consistent with the RI/FS Guidance, Work Plan, and Sampling and Analysis Plan.

TASK 4 - TREATABILITY STUDIES (R1/FS Manual, Chapter 5)

Respondents shall conduct treatability studies, except where they can demonstrate to U.S. EPA's satisfaction that they are not needed. The treatability studies shall include determination of the need for and scope of such studies and the design and completion of the studies, as described in the RI/FS Guidance, Chapter 5. During treatability studies, Respondents shall provide U.S. EPA with the following deliverables:

(a) Treatability Testing Work Plan. If U.S. EPA determines that treatability testing is required, within 90 days thereafter (or as specified by U.S. EPA), Respondents shall submit a Treatability Testing Work Plan. The Treatability Testing Work Plan shall include the following components:

- (i) Treatability Testing Schedule;
- (ii) Treatability Study Sampling and Analysis Plan (if the need for a separate or revised QAPP or FSP is identified by U.S. EPA); and
- (iii) Treatability Study Site Health and Safety Plan (if the need for a revised health and safety plan is identified by U.S. EPA).

(c) Treatability Study Evaluation Report. Within 45 days of receipt of treatability testing results, Respondents shall submit a treatability study evaluation report as provided in the RI/FS Guidance and Work Plan.

TASK 5 - DEVELOPMENT AND SCREENING OF Remedial Alternatives (R1/FS Manual, Chapter 4)

Respondents shall develop an appropriate range of waste management options that will be evaluated through the development and screening of alternatives, as provided in the RI/FS Guidance, Chapter 4 and Work Plan. During the development and screening of

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alternatives, Respondents shall provide U.S. EPA with the following deliverables:

(a) Memorandum on Remedial Action Objectives. Within 60 days of receipt of U.S. EPA's Baseline Risk Assessment, Respondents shall submit a memorandum on remedial action objectives. U.S. EPA's Baseline Risk Assessment shall be submitted to Respondents after all sampling phases approved in the RI Work Plan are completed.

(b) Memorandum on Development and Preliminary Screening of Alternatives, Assembled Alternatives Screening Results and Final Screening. Within 30 days of approval of the memorandum on remedial action objectives, Respondents shall submit a memorandum summarizing the development and screening of remedial alternatives, including an alternatives array document, as described in the RI/FS Guidance.

TASK 6 - DETAILED ANALYSIS OF REMEDIAL ALTERNATIVES (RI/FS Guidance, Chapter 6)

Respondents shall conduct a detailed analysis of remedial alternatives, as described in the RI/FS Guidance, Chapter 6 and Work Plan. During the detailed analysis of alternatives, Respondents shall provide U.S. EPA with the following deliverables:

(a) Report on Comparative Analysis and Presentation to U.S. EPA. Within 10 days of approval of a memorandum on the development and screening of remedial alternatives, Respondents shall submit a report to U.S. EPA summarizing the results of the comparative analysis of the remedial alternatives. Within fourteen (14) days of submitting the original report, Respondents shall make a presentation to U.S. EPA summarizing the findings of the RI and remedial action objectives and presenting the results of the nine criteria evaluation and comparative analysis as described in the RI/FS Guidance.

(b) Draft Feasibility Study Report. Within 20 days of the above presentation, Respondents shall submit a draft FS report which reflects the findings in U.S. EPA's Baseline Risk Assessment and documents the development and analysis of remedial alternatives. Respondents shall refer to Table 6-5 of the RI/FS Guidance for the content and format of this report. The report, any amendments thereto, and the administrative record established pursuant to Section 113(k) of CERCLA, 42 U.S.C. § 9313(k), shall provide the basis for a Proposed Plan to be issued by U.S. EPA

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pursuant to Section 117(a) of CERCLA, 42 U.S.C. § 9617(a).

Notwithstanding the schedules contained herein, Respondents shall submit the final draft RI and FS no later than 28 months from the effective date of the Consent Order. This time period may be extended for Force Majeure events and at the agreement of the parties to the Consent Order. If the parties cannot agree to such extension, the issue is subject to the Dispute Resolution provisions contained in Section XVIII of the Consent Order.

Task 7 INTERIM REMEDIAL ACTION or NEW REMOVAL ACTION

Upon Respondents' proposal and U.S. EPA's determination that an Interim Remedial Action or new Removal Action would result in a significant reduction in mobility, toxicity, and volume of contamination at the Site in defined source areas, Respondents will submit a Work Plan for such action within 30 days after such determination. Such Work Plan shall address the performance of the necessary actions. Any Interim Remedial Action or new Removal Action Work Plan will be consistent with U.S. EPA guidance on conducting remedial design and remedial actions, the NCP, and shall include subtasks outlined in Tasks I and VI above, unless otherwise agreed to by U.S. EPA. Any Interim Remedial or Removal Action shall be consistent with long-term remedial action to be taken at the Site.

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REFERENCES

The following list, although not comprehensive, comprises many of the regulations and guidance documents that apply to the RI/FS process:

The (revised) National Contingency Plan

"Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA," U.S. EPA, Office of Emergency and Remedial Response, October 1988, OSWER Directive No. 9355.3-01.

"Interim Guidance on Potentially Responsible Party Participation in Remedial Investigation and Feasibility Studies," U.S. EPA, Office of Waste Programs Enforcement, Appendix A to OSWERR Directive No. 9355.3-01.

"Guidance on Oversight of Potentially Responsible Party Remedial Investigations and Feasibility Studies," U.S. EPA, Office of Waste Programs Enforcement, OSWER Directive NO. 9835.3.

"A Compendium of Superfund Field Operations Methods, " Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, EPA/540/P-87/001a, August 1987, OSWER Directive No. 9355.0-14.

"EPA NEIC Policies and Procedures Manual," May 1978, revised November 1984, EPA-330/9-78-001-R.

"Data Quality Objectives for Remedial Response Activities," U.S. EPA, Office of Emergency and Remedial Response and Office of Waste Programs Enforcement, EPA/540/G-87/003, March 1987, OSWER Directive No. 9335.0-7B.

"Guidelines and Specifications for Preparing Quality Assurance Project Plans," U.S. EPA, Office of Research and Development, Cincinnati, OH, QAMS-004/80, December 29, 1980.

"Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans," U.S. EPA, Office of Emergency and Remedial Response, QAMS-005/80, December 1980.

"Users Guide to the EPA Contract Laboratory Program," U.S. EPA Sample Management Office, August 1982.

"Interim Guidance on Compliance with Applicable or Relevant and Appropriate Requirements," U.S. EPA, Office of Emergency and Remedial Response, July 9, 1987, OSWER Directive No. 9234.0-05.

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"CERCLA Compliance with Other Laws Manual," Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, August 1988 (draft), OSWER Directive No. 9234.1-01 and -02.

"Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites," U.S. EPA, Office of Emergency and Remedial Response, (draft), OSWER Directive No. 9283.1-2.

"Draft Guidance on Preparing Superfund Decision Documents," U.S. EPA, Office of Emergency and Remedial Response, March 1988, OSWER Directive No. 9355.3-02.

"Risk Assessment Guidance for Superfund - Volume II Environmental Evaluation Manual," March 1989, EPA/540/1-89/001.

"Guidance for Data Useability in Risk Assessment," October, 1990, EPA/540/G-90/008.

"Performance of Risk Assessments in Remedial Investigation/Feasibility Studies (RI/FSS) Conducted by Potentially Responsible Parties (PRPs)," August 28, 1990, OSWER Directive No. 9835.15.

"Role of the Baseline Risk Assessment in Superfund Remedy Selection Decisions," April 22, 1991, OSWER Directive No. 9355.0-30.

"Health and Safety Requirements of Employees Employed in Field Activities," U.S. EPA, Office of Emergency and Remedial Response, July 12, 1981, EPA Order No. 1440.2.

OSHA Regulations in 29 CFR 1910.120 (Federal Register 45654, December 19, 1986).

"Interim Guidance on Administrative Records for Selection of CERCLA Response Actions," U.S. EPA, Office of Waste Programs Enforcement, March 1, 1989, OSWER Directive No. 9833.3A.

"Community Relations in Superfund: A Handbook," U.S. EPA, Office of Emergency and Remedial Response, June 1988, OSWER Directive No. 9230.033B.

"Community Relations During Enforcement Activities And Development of the Administrative Record," U.S. EPA, Office of Programs Enforcement, November 1988, OSWER Directive No. 9836.01A.

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